

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11967 (JKS)

(Jointly Administered)

Re: D.I. 511 & 683

**OBJECTION AND RESERVATION OF RIGHTS OF TRIPLE BAR
RIDGEVIEW HANOVER, LLC WITH RESPECT TO DEBTORS' NOTICES OF
POTENTIAL AND PROPOSED ASSUMPTION AND ASSIGNMENT OF
EXECUTORY CONTRACTS OR UNEXPIRED LEASES AND CURE AMOUNT**

Triple BAR Ridgeview Hanover, LLC, a Delaware limited liability company ("Landlord"), by and through its undersigned counsel, submits this objection and reservation of rights (this "Objection") in response to the *Notice of Potential Assumption and Assignment of Executory Contracts or Unexpired Leases and Cure Amount* [D.I. 511] and the *Notice of Proposed Assumption and Assignment of Executory Contracts or Unexpired Leases and Cure Amounts* [D.I. 683] (each a "Cure Notice") filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors").² In support of this Objection, Landlord states as follows:

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors' corporate headquarters is 4900 E. Dublin-Granville Road, Columbus, OH 43081

² Terms defined in the Cure Notices shall have the same meanings as ascribed thereto in the Cure Notices when used in this Objection, unless otherwise defined herein.

BACKGROUND

1. On September 9, 2024 (the “Petition Date”), each of the Debtors commenced a voluntary case under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Court”).

2. Pursuant to a certain Lease Agreement made effective as of July 29, 2011, as amended by a certain First Lease Extension and Modification Agreement made as of December 8, 2020 (collectively, the “Lease”), Landlord leases to Debtor Big Lots Stores, LLC (“Tenant”), retail premises having an address of 2659 Annapolis Road, Hanover, Maryland 21076 (the “Premises”), located in the shopping center known as “Ridgeview Plaza”.

3. On the Petition Date, the Debtors filed the *Motion of Debtors for Entry of Orders (I) (A) Approving Bidding Procedures for Sale of Debtors’ Assets, (B) Approving the Stalking Horse Bid Protections, (C) Scheduling Auction for, and Hearing to Approve, Sale of Debtors’ Assets, (D) Approving Form and Manner of Notices of Sale, Auction, and Sale Hearing, and (E) Approving Assumption and Assignment Procedures, (II) (A) Approving Sale of Debtors’ Assets Free and Clear of Liens, Claims, Interests, and Encumbrances and (B) Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* [D.I. 18] (the “Sale Motion”). Pursuant to the Sale Motion, the Debtors seek entry of an order, among other things, approving Bidding Procedures in connection with a Sale Transaction and procedures for the assumption and assignment of executory contracts and leases in connection with the proposed Sale Transaction.

4. On October 25, 2024, the Court entered an order approving, among other things, the Assumption and Assignment Procedures [D.I. 612].

5. On October 16, 2024, the Debtors filed the first Cure Notice. On October 31, 2024, the Debtors filed the second Cure Notice. Attached to each Cure Notice is a schedule setting forth executory contracts which are proposed to be assumed and assigned in connection with a Sale Transaction and setting forth the Cure Costs associated therewith. On the Potential Assumed Contracts Schedule, the Debtors identify the Lease and specify a Cure Cost of \$132,839.00.

6. According to the Cure Notices, the proposed Cure Cost listed on the Potential Assumed Contracts Schedule “represents all liabilities of any nature of the Debtors arising under an Assumed Contract or Assumed Lease prior to the Petition Date, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent, or otherwise, so long as such liabilities arise out of or relate to events occurring prior to the Petition Date.” *Cure Notices* at 2.

OBJECTION

7. The Debtors’ statement of Cure Costs for the Lease is incorrect. The actual amount of Cure Costs is not less than \$133,494.96, as detailed on the lease ledger report generated by the Landlord’s property management system, which is attached hereto as **Exhibit A** and incorporated herein by this reference, and as set forth on Landlord’s proof of claim filed contemporaneously herewith.

8. To assume the Lease, the Debtors must, at the time of assumption, (a) cure all existing defaults; (b) compensate the Landlord for any actual pecuniary loss resulting from such defaults; and (c) provide adequate assurance of future performance under the Lease. *See* 11 U.S.C. § 365(b)(1).

9. Accordingly, the Lease may not be assumed unless, among other things, the Debtors pay the full amount of the Cure Costs.

10. Landlord also objects to the Cure Notices because they incorrectly identify the landlord under the Lease as being “TRIPLE BAR COLUMBIA MARKETPLACE, LLC”. Landlord is the landlord under the Lease—not Triple BAR Columbia Marketplace, LLC.

RESERVATION OF RIGHTS

11. Landlord hereby reserves its right to object to any other relief sought by the Debtors in connection with the assumption of the Lease, including with respect to any amounts coming due under the Lease after Petition Date and with respect to any assignee’s proposed adequate assurance of future performance and compliance with the “shopping center” provisions of Section 365 of the Bankruptcy Code.

Dated: November 4, 2024
Wilmington, Delaware

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